

AGREEMENT BETWEEN THE

TOWN OF WESTFORD

AND THE

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

AFL-CIO, LOCAL 6

JULY 1, 2011 TO JUNE 30, 2013

(Ratified by Board of Selectman September 13, 2011)
(OPEIU voted to approve August 29, 2011)

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ARTICLE 1

AGREEMENT

This Agreement is between the Town of Westford, Massachusetts (the "Town"), and the Office and Professional Employees International Union, AFL-CIO Local 6 (the "Union").

ARTICLE 2

RECOGNITION

The Town hereby recognizes the Union as the exclusive Collective Bargaining Representative (for the purpose of collective bargaining with respect to rates of pay, hours, and other conditions of employment) for all employees and job titles in the bargaining unit certified by the Massachusetts Labor Relations Commission in Case No. MCR-05-5147, as amended.

The bargaining unit, therefore, comprises the following positions: assistant assessor; assistant building inspector; assistant recreation director; assistant tax collector; assistant town accountant; assistant town clerk; assistant treasurer; conservation/resource planner; database administrator; geographic information system (GIS) coordinator; food inspector; health inspector; highway operations administrator; information technology technician; office manager (council on aging); office manager (fire department); office manager (highway department); office manager (police department); operations administrator-information technology; operations administrator - police department; permitting program assistant; planner (planning); planner (zoning board of appeals); substance abuse coordinator, WPC curriculum coordinator/registrar, WPC site director, and WPC assistant director.

The Town agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purposes of undermining the Union or changing any provisions contained in the Agreement.

ARTICLE 3

DEFINITIONS

Union means the Office & Professional Employees International Union, Local 6, AFL-CIO.

Town means the Town of Westford.

Employee means a member of the bargaining unit represented by the Union.

Full-time employee means an employee scheduled to work not less than 37.5 hours a week, 52 weeks a year (minus legal holidays and authorized vacation leave, sick leave, bereavement leave, jury duty and other authorized leave of absences), and excluding intermittent employees.

Permanent part-time employee means an employee who works regularly scheduled hours but which average less than 37.5 hours a week, excluding intermittent employees.

Benefit eligible for Health Insurance and Life Insurance are employees who work an average minimum of 20 hours a week for 52 weeks a year.

Benefit eligible for Middlesex Retirement. The Town agrees to follow the benefit eligible guidelines for Middlesex County Retirement.

Non-Benefit eligible are employees who do not satisfy the above definitions for Benefit Eligible.

Intermittent means employees with no regular work schedule or on an as-needed basis.

Temporary employee means an employee who is hired for vacation relief, emergencies, or other similar situations of a temporary nature, not to exceed six months.

Appointing authority means the Town Manager or a board or official authorized by the Westford town charter to appoint employees.

Department means a department, board, committee, commission, or other agency of the Town.

Department Head means the management employee appointed by the Town Manager or appropriate appointing authority who exercises immediate supervision and control of a department sub-function.

Continuous Employment means uninterrupted employment, except for legal holidays, and any authorized leaves of absence, including required military service.

Promotion/Demotion means a change from a position of one wage and classification band to a position in a different wage and classification band.

Town Manager refers to the chief administrative officer of the Town appointed by Board of Selectmen.

ARTICLE 4

EMPLOYEES RIGHTS AND OBLIGATIONS

Except to the extent that this Agreement provides otherwise:

1. Employees have, and will be protected in the exercise of, freely and without fear of penalty or reprisal, the rights to form, join or assist the Union to hold office and participate in the management of the Union; to act in the capacity of a Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the employees will be free from any interference, restraint, or coercion and from discrimination in regard to promotion or other conditions of employment.
2. No Representative, department official, or agent of the Town shall:
 - a. Interfere with, restrain, or coerce employees in the exercise of their rights to join or refrain from joining the Union.

- b. Interfere with the formation, existence, operations, or administration of the Union;
- c. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
- d. Discriminate against an employee because he or she has given truthful testimony or taken part in any grievance procedures, or in other hearings, negotiations or conferences for or in behalf of the Union; and,
- e. Refuse to meet or confer at such times as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of this contract.

The Town and Union shall not discriminate against employees covered on account of membership or non-membership in the Union, or because of race, creed, color, religion, national origin, handicap, sex, sexual orientation, age, qualified handicapped status, or military status.

ARTICLE 5

MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town of Westford through the Board of Selectmen, its Administrators, Department Heads, and such other officials as may be authorized to act in the Town's behalf, retain all rights and prerogatives to manage and control the various departments and functions in which bargaining unit personnel are employed:

- 1. To determine the organization of such departments or functions, the number of employees, the work tasks, and the technology of performing them; to determine the numbers, types, and grades of positions or employees assigned to an organization unit, work project, or to any location, task or building;
- 2. To determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel;
- 3. To determine the equipment to be used in the performance of duty; to establish qualifications for ability to perform work in classes and ratings, including physical, educational, experience and skill qualifications;
- 4. To lay off employees in the event of lack of work or funds, or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- 5. To establish or modify work schedules and shift schedules, and the number and selection of employees to be assigned;
- 6. To take whatever actions may be necessary to carry out its responsibilities in emergency situations;
- 7. To enforce existing rules and regulations for the governance of functions of the various departments and to add to or modify such regulations as it deems appropriate;

8. To discharge, suspend, demote, or take other disciplinary action against employees for just cause.

ARTICLE 6

NON-DISCRIMINATION

The Town shall recruit, train and promote for all job classifications without regard to race, creed, color, religion, national origin, handicap, sex, sexual orientation, age, qualified handicapped status, or military status. All employment and promotion decisions shall be based solely on valid requirements so as to be in accordance with, and to further the principle of equal opportunity. All other personnel actions such as compensation, transfers, layoffs, return from layoff, training, education, social and recreational programs will be administered without regard to race, creed, color, religion, national origin, handicap, sex, sexual orientation, age or military status.

It is the policy of the Town and the Union that all employees shall be able to enjoy a work environment free from all forms of discrimination, and harassment, including sexual harassment. Sexual harassment includes, but is not limited to, the following action with respect to applicants, employees, customers, or vendors: Making unwelcome verbal comments, gestures or actions of a sexual nature; requests for sexual favors, or taking any retaliatory action as a result of an employee reporting an incident of sexual harassment.

ARTICLE 7

NO STRIKES

The Union and its members shall not engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees. Should any of its members engage in any of the practices set forth above, after written notice to the Union by the Town, the Union shall immediately notify its members, in writing, to return to work and to immediately cease such practices. The Town shall receive a copy of this written notice. Employees who engage in activity prohibited by this Article shall not be paid for the time involved, nor for any makeup time, which results from such activity. Such employees shall be subject to discipline, up to and including discharge for engaging in such activity. The Town shall not engage in, induce, or threaten a lockout.

ARTICLE 8

PAST PRACTICES

The Town has the right to eliminate or modify any policies or practices involving or affecting mandatory subjects which are not covered by this Agreement, and to establish new policies or practices on such subjects, provided that:

1. Before changing such policies or practices (involving mandatory subjects of bargaining) which affect unit employees, the Town must advise the Union in writing of the contemplated changes, and offer the Union an initial date to meet;

2. The Union shall be afforded a reasonable opportunity to request bargaining and a reasonable opportunity to engage in bargaining;
3. The Union and the Town shall engage in good faith bargaining in a sincere attempt to reach a resolution or until impasse. After impasse the Town may implement its last stated position by means of written notice to the Union.

ARTICLE 9

PROBATIONARY PERIOD

A new or rehired employee shall be on probation for six months from the date of hire or rehire. During the probationary period of any such employee, the Town may terminate the employment of such employee for any reason without recourse to the grievance procedure. Employees who have served in excess of the probationary period may not be disciplined except for just cause.

ARTICLE 10

DISCIPLINE

Employees may not be discharged, suspended, or otherwise disciplined except for just cause. Normally, progressive discipline will follow the steps of documented verbal warning, written warning, suspension and termination of employment. The Town reserves the right to impose a penalty outside of the progressive disciplinary process when the actual or potential severity of the violation warrants such action.

An employee, at his or her request, must be allowed a Union representative to be present at any investigatory interview, conference, or hearing, which may reasonably be expected to result in disciplinary action, and which does not cause unreasonable delay.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

Definition: A grievance is a complaint involving the interpretation or application of the specific provisions of this Agreement. The grievance shall state:

- a. The names of the grievants;
- b. The issues being grieved;
- c. The contract provisions allegedly violated; and
- d. The remedy sought.

It is the objective of both the Town and the Union to settle the grievances promptly at the lowest step of the grievance procedure.

GRIEVANCE PROCEDURE:

STEP 1: The Union representative or grievant, or both, and the representative of the Town (normally the department head,) of the aggrieved employee(s) will meet. An adjustment or settlement of a grievance at Step 1 is binding for the particular grievance involved, but may not be used as a precedent

by either party. A meeting to discuss the grievance shall take place not later than 10 working days after receipt by the Town of the grievance. The decision of the Town shall be confirmed in writing within 10 working days of the close of the grievance meeting.

STEP 2: Notice of the grievance appeal shall be in writing and delivered to the Town Manager or his/her designee, not less than 10 working days after the Union receives the written confirmation from Step 1. A Union representative and/or the grievant shall meet with the Town's representative, usually the Town Manager, not later than 10 working days after receipt by the Town of the notice of appeal. The decision of the Town Manager shall be confirmed in writing within 10 working days of the close of the grievance meeting, and shall outline the reasons for the Town's decision.

ARBITRATION: If the parties cannot adjust or dispose of a grievance, the Union may, within 30 days of the Step-2 reply, invoke arbitration by written notice to the American Arbitration Association, with a copy to the other party. Arbitrators shall be selected in accordance with the rules of the American Arbitration Association. Each party shall bear the expenses of its representatives and witnesses. Compensation for the Arbitrator/Mediator and any other expenses shall be borne equally by both parties.

The Arbitrator's award shall be final and binding. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

TIME LIMITS: A grievance or arbitration demand not initiated within the time limits will be deemed waived. Failure of the Union to appeal a decision within the time limit specified means that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The time limits may be waived by agreement of the parties.

ARTICLE 12

VACANCIES

When the Town determines that there is a vacancy in the bargaining unit, such position shall be posted in the Town Hall and on the Union's bulletin board. The vacancy must remain posted for ten working days and contain a statement of pay rates, duties, and qualifications established for the position. The posting of vacancies will be forwarded to the Union's chief steward. Employees interested may apply, in writing, during such ten-day period.

Qualified bargaining unit employees will be given first consideration for the vacancy. Where qualifications are relatively equal in the judgment of the Town, the senior applicant shall have preference. Where the senior applicant is not chosen, the Town shall provide the Union with a written explanation for its decision, indicating the differences in the skills, ability, training, and experience of the applicants. This written explanation will be provided at or before the time the applicants are informed of the selection, and a senior applicant who is bypassed shall have access to the grievance and arbitration procedure under Article 11.

ARTICLE 13
REDUCTION IN FORCE

The Town reserves and retains the right to determine the level of services, functions and staffing needs of its departments, and to lay off its employees for lack of work, reasons of economy, insufficient appropriations, change in departmental organization, or any other change in the level of service needed.

In the event of layoff, the Town shall take the following steps to the extent necessary and in the order stated:

1. Temporary and intermittent employees within the affected department will be laid off first, in inverse order of seniority.
2. Regular full-time and part-time employees having less than one-year seniority will be laid off in the inverse order of seniority within the affected department.
3. All such employees will be laid off before further steps are taken with respect to longer service employees.
4. If further layoffs are necessary, then those employees in the department in which the additional layoff is necessary shall be laid off in the inverse order of seniority within that department.
5. However, employees identified for layoff shall be afforded the opportunity to "bump" the least senior employee in an equal or lower job title, provided that the employee can meet and perform the job functions of that job title.
6. An employee who has earlier exercised "bump" rights and now occupies a job title shall be offered the opportunity to fill any openings in his or her former job titles in seniority order prior to hiring new Town employees.
7. An employee whose position is slotted for elimination shall be afforded the option of either exercising their bumping rights or layoff. If bumping rights are exercised, the employee will be granted a twenty-five (25) working day reorienting period to learn the new position.

The Town must give each employee who is laid off either two weeks advance notice or in lieu of such notice two weeks pay. Laid-off employees will receive a payment for the vacation they are entitled to at the time of layoff. Employees on layoff have recall rights for a period of two years after layoff.

An employee's right to return to work upon recall will be forfeited if not exercised within ten working days of notification. Notification is deemed given on the postmarked date when sent by registered or certified mail to the last known address of the employee on file in the Town's personnel office.

In rehiring in any job level, the Town will offer reemployment to those former employees who have been laid off in that job level in the inverse order in which said employees were laid off.

ARTICLE 14

HOURS OF WORK

The regular workweek of full-time employees is 37 ½ hours, excluding meal periods, consisting of five days of 7 ½ hours per day, Monday through Friday, occurring between the hours of 8:00 A.M. and 4:00 P.M. With prior written approval of the Town Manager and the Union, departments may, in the alternative, schedule full-time employees to work a 40-hour workweek, including meal periods, consisting of 5 days of 8 hours per day occurring between the hours of 8:00 A.M. and 4:00 P.M. With prior written approval of the Town Manager and the Union, departments may schedule employees to begin work before 8:00 A.M. or after 4:00 P.M.

Employees who are called in to work after the completion of a workday or during a weekend are guaranteed four hours of pay.

Employees are entitled to a 15-minute break in the morning and a 15-minute break in the afternoon, scheduled by the department head. Absent approval by the department head, breaks may not be combined with lunch or be used to alter starting and quitting times.

ARTICLE 15

OVERTIME

Employees, not exempted from the overtime provisions of the Fair Labor Standards Act (FLSA), who are scheduled to work 8 hours a day or 40 hours a week, and those non-exempt employees who are scheduled to work 7 ½ hours a day or 37 ½ hours a week, shall be paid overtime at the rate of 1 ½ times their regular hourly wage for service in excess of their regular workday or workweek.

Employees, who are exempted from the overtime provisions of the FLSA, shall be able to accumulate up to 8 hours of compensatory time off a quarter, on an hour-for-hour basis, for time worked in excess of their regular workday. Such compensatory may not be cashed out. Use of this compensatory time off shall not be unreasonably denied. Department heads may allow extra time off beyond this compensatory time, but the decision whether to grant such time off shall not be subject to the grievance and arbitration procedures.

Any employee who works on a Sunday shall be paid at the rate of 2 times their regular hourly wage for all hours worked on Sunday.

ARTICLE 16

SICK LEAVE

Permanent employees are eligible for leave with pay for: (1) sickness or injury, or exposure to contagious disease on the part of the employee, (2) serious sickness of members of the immediate family, as defined by the Family Medical Leave Act, or (3) an appointment with a doctor or other health-care provider that cannot be reasonably scheduled outside of working hours. Employees may take sick leave on an hourly basis.

An employee requesting sick leave must notify the department head or his or her designee of such illness within: (a) the first hour of the first workday of illness that will evidently be of an extended

nature, otherwise (b) the first hour of each workday. The Town may require an employee who is absent due to sickness or injury for more than three consecutive workdays to file a certification from a licensed physician who has examined the employee detailing the reason for the absence and its expected duration.

Full-time (and part-time employees who works at least 20 hours a week) accrue up to a maximum of 12 days each employment year. Sick leave accrues at the rate of one day for each complete month of service. Unused sick leave may be carried over from month to month and may accumulate to a total of 120 days.

Employees hired BEFORE July 1, 2010: Upon the completion of 60 months of service to the Town, employees are eligible to receive compensation for unused accumulated sick leave at the time of their termination of employment for any reason other than cause or misconduct, as set forth below:

1. For employees hired or rehired after July 1, 1985, the employee shall receive compensation at the rate of one day for every four days of unused accumulated sick leave to a maximum of 30 such days.
2. For employees hired or rehired prior to July 1, 1985, the employee shall receive compensation at the rate of one day for each unused accumulated sick leave to a maximum of 60 days. Once the 60-day maximum has been reached, such employees shall receive compensation at the rate of one day for every four days to a maximum of thirty 30 additional days (i.e., a maximum total buyback of 90 days.)

Employees hired AFTER July 1, 2010: Employees shall receive compensation only upon death or retirement from the Town of Westford at the rate of one (1) for four (4) days for each day of unused sick time to a maximum payout that is not to exceed:

| | |
|------------------------|---------|
| 0-5 years of service | 0 days |
| 5-10 years of service | 5 days |
| 10-20 years of service | 10 days |
| 20+ years of service | 15 days |

Section A: SICK BANK

Employees are eligible for the Town's Sick Bank. In keeping with the Town's Sick Bank policy, donations can only be received from other OPEIU employees.

ARTICLE 17

WORKERS' COMPENSATION

An employee who sustains an injury or illness arising out of his or her employment or performance of duty shall be compensated in accordance with the Massachusetts laws related to workers' compensation. Employees are eligible to receive the difference between benefits under the Town's workers' compensation insurance policy and their regular weekly base income, exclusive of overtime, for a period not to exceed 26 weeks. This supplemental payment is charged and limited to the employee's sick leave and vacation account. The employee may opt to forgo such supplemental payments. Charges shall be made against sick leave accruals for the legal waiting period not covered

by the state worker's compensation statutes. Sick leave and vacation leave will be charged accordingly for such supplemental payments. Employees do not accrue sick leave or vacation time for the time they are on occupational sick leave/workers' compensation.

ARTICLE 18

LEAVES OF ABSENCE

Unpaid Leave of Absence: An unpaid leave of absence not to exceed six months may be granted for any reasonable purpose, as determined in the sole discretion of the Town, and such leaves may be extended for any reasonable period. Employees on an unpaid leave of absence do not accrue time or seniority.

Medical Leave of Absence: Employees on a medical leave of absence or sick leave continue to earn vacation during the first four weeks of the leave. After four weeks of continuous absence, employees on a medical leave of absence or sick leave do not earn additional vacation.

Maternity/ Paternity Leave: Employees are eligible for maternity leave in accordance with the provisions of Massachusetts General Laws, Ch. 149, Section 105D and the FMLA.

Paternity: An employee that is the secondary caregiver may use up to ten consecutive work days of his/her accrued sick leave immediately following the birth or adoption of a child as paternity leave.

ARTICLE 19

THE FAMILY AND MEDICAL LEAVE ACT SMALL NECESSITIES LEAVE ACT MASSACHUSETTS MATERNITY LEAVE ACT

Purpose. The Family and Medical Leave Act (FMLA) of 1993, signed into law on February 5, 1993, provides workers the right to take unpaid job-protected leave for meeting family health needs and for the worker's own illness.

Eligibility: Employees who have been employed for at least one (1) year and have worked at least one thousand two hundred and fifty (1,250) hours in the year prior to the request for leave, can take up to twelve (12) weeks of leave.

Conditions: Employees may take no more than 12 weeks of leave in a 12-month period. The 12-month period is a rolling 12 months beginning 12 months before the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of 12 weeks of leave for the birth or placement of a child or care of a sick parent.

Use Paid Leave First. Employees may elect, or the Town may require, the use of certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child would first use all accrued vacation and personal time. Employees who take leave because of their own serious illness would use all accrued sick, personal and vacation time, in that order.

Notice: Employees must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, the employee must give such notice as is practicable under the circumstances.

Certification: Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

Intermittent or Reduced Schedule Leave: If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, or for the birth, adoption, or placement of a child, leave may be taken on an intermittent or reduced leave schedule. If intermittent leave is granted, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

Health Coverage: Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. If an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

Other Benefits: Benefits based upon length of service are calculated as of the last paid workday prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave in excess of 30 days. Time spent on FMLA Leave is considered time worked for seniority purposes.

Sick Leave, Workers Compensation Leave, or Other Absences: Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required under this article. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

Return to Work: Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions. If the original position no longer exists, or the employee is physically incapable of performing the duties of that position, the employee will be placed in an equivalent position with equivalent pay and benefits. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician for a second opinion regarding the employees' fitness to return to work.

Procedural Requirements: Employees must submit their FMLA-leave request in writing to their department head 30 days in advance of the commencement of the leave, or as soon as practicable.

SMALL NECESSITIES LEAVE ACT:

Small Necessities Leave Act (SNLA): In May of 1998, Massachusetts lawmakers enacted the Small Necessities Leave Act (SNLA) to provide certain eligible employees with a total of 24 hours of unpaid leave during any 12-month period. These 24 hours of unpaid leave would be in addition to the 12 weeks already allowed under the Family Medical Leave Act. MGL c. 149, s.52D/ 940 CMR 20.

- To participate in school activities directly related to the educational advancement of a son or daughter.
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employees who have accumulated sick, personal, or vacation time must use that time as part of the 24 hours before becoming eligible for unpaid time. The Town will not provide paid leave in any situation where it would not normally provide such paid leave.

At least seven days in advance, the employee shall submit to the Town a written notice of his/her intent to take small necessities leave and the date and expected duration of the leave. If seven days notice is not possible, the employee shall give notice as soon as practicable.

Massachusetts Maternity Leave Act (MMLA):

If you are not eligible for leave under the FMLA, you may be entitled to maternity leave under the Massachusetts Maternity Leave Act (MMLA). The MMLA provides eight weeks of job-protected leave to full-time female employees who have completed their initial probationary period and it requires employers to restore a female employee who takes no more than eight weeks of leave for the purposes of giving birth or adoption to her previous or similar position with the same status, pay, length of service credit, and seniority. M.G.L. c. 149, §105D.

ARTICLE 20**VACATION**

Full-time employees, and part-time employees who work at least 20 hours a week, receive paid vacation based on their length of service to the Town. Part-time employees earn paid vacation on a pro rata basis based on Net Credited Service and the average number of regularly scheduled hours per week.

Completed Months of Service: A period starting on the anniversary of the employee's hire or rehire, whichever is later, and ending 30 days hence the following month.

Net Credited Service: The length of an employee's continuous, uninterrupted employment with the Town since the date of hire or rehire, whichever is later.

Eligibility: Bargaining-unit employees accrue paid vacation based on their Net Credited Service to the Town.

Non-benefit Eligible: Seasonal or intermittent employees who are subsequently hired as a full-time or part-time employee, without an interruption in continuous service, shall have Net Credited Service calculated from the original date of hire as an employee. However, no paid vacation entitlement shall be considered to have accrued prior to the date of hire as an employee.

Vacation Accrual Schedule: Vacation leave accrues on a weekly basis using Completed Months of Service and a rate determined by the length of an employee's Net Credited Service, in accordance with the following schedule:

37.5 Hour Week

| Net Credited Service (Years) | Completed Months of Service | Vacation Hours Earned Each Week | Vacation Hours Earned Each Hour | Vacation Days Per Year or Service |
|------------------------------|-----------------------------|---------------------------------|---------------------------------|-----------------------------------|
| 0-5 | 0-60 | 1.4438 | 0.0385 | 10 |
| 6-10 | 61-120 | 2.1638 | 0.0577 | 15 |
| 11-19 | 121-240 | 2.8875 | 0.0770 | 20 |
| 20 and over | 241 and over | 3.6075 | 0.0962 | 25 |

40 Hour Week

| Net Credited Service (Years) | Completed Months of Service | Vacation Hours Earned Each Week | Vacation Hours Earned Each Hour | Vacation Days Per Year or Service |
|------------------------------|-----------------------------|---------------------------------|---------------------------------|-----------------------------------|
| 0-5 | 0-60 | 1.54 | 0.0385 | 10 |
| 6-10 | 61-120 | 2.308 | 0.0577 | 15 |
| 11-19 | 121-240 | 3.08 | 0.0770 | 20 |
| 20 and over | 241 and over | 3.848 | 0.0962 | 25 |

Days will be converted to hours for purposes of accrual.

After completing 60 months of service, employees are immediately credited with an additional five days of vacation and accruing vacation at the rate of 1.25 days per month.

After completing 120 months of service, employees are immediately credited with an additional five days of vacation and accruing vacation at the rate of 1.68 days per month.

After completing 180 months of service, employees are immediately credited with an additional five days of vacation accruing at the rate of 1.68 days per month.

After completing 240 months of service, employees are immediately credited with an additional five days of vacation and accruing vacation at the rate of 2.08 days per month.

Municipal service for new and existing employees may be taken into consideration towards net credited service for the purpose of vacation time. This time may not exceed four (4) weeks until an employee has worked for the Town for five (5) continuous years and has twenty (20) years of municipal service. At such time an employee may be eligible for five (5) weeks of vacation.

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Limits on Accumulation of Vacation Leave: No more than 25 vacation days may be carried over from one fiscal year to a new fiscal year. Unused vacation days in excess of 25 are forfeited at the end of a given fiscal year unless carryover is approved in advance and in writing by the Town Manager before the end of the fiscal year. The Town Manager's approval shall specify the extraordinary circumstances or specific reasons for the approval of any such carry over and shall be documented in the employee's personnel file.

Scheduling of Vacation: The scheduling of vacation leave is subject to department head approval, based on the operational requirements of the department. Vacation leave shall not be unreasonably denied and the department head shall take into account the preference of the employee to the greatest extent possible. Vacation leave may be scheduled in full day, half-day, or one-hour increments.

New Employees. New employees may take earned vacation time after they have completed six months of service. Vacation time may not be taken in advance of earning it, unless special arrangements are made at the time of hire, which must be documented in the employee's personnel file.

Termination of Employment: When an employee is terminated, resigns, or retires from employment for a reason other than cause or misconduct attributable to the employee, the employee shall be paid an amount equal to the employee's accrued vacation time. (Employees are encouraged to use their approved vacation day in excess of 25 days before their departure date.) If an employee dies, his or her estate shall be paid an amount equal to his or her accrued vacation time.

ARTICLE 21

HOLIDAYS

The Town observes the following holidays:

| | |
|-----------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day (Fourth of July) | Christmas Day |

Full-time employees receive holiday pay for the number of hours regularly scheduled for the holidays. A part-time employee must be scheduled to work the day on which a holiday falls to receive holiday pay for the number of hours regularly scheduled. Vacation leave will not be charged for a holiday that occurs during an employee's scheduled vacation.

An employee may be required to work on a holiday to maintain essential town services or meet an emergency or extraordinary event. Full- and part-time employees required to work a holiday are paid one-and-one-half times their regular hourly rates in addition to the holiday compensation. Part-time employees who work 20 hours or more (and who would normally be scheduled to work on the holiday) are paid for the hours that would have been worked on the holiday.

ARTICLE 22

PERSONAL DAYS

Employees are entitled to four (4) personal days per fiscal year to be used at their discretion, allowing that reasonable notice be provided the department head and that the absence does not interfere with the operation of the department. Unused personal days may not be carried over to the following fiscal year.

ARTICLE 23

INSURANCE

The Town shall pay for the health insurance programs approved by the Town at the rate of 65 percent of the premium for an HMO and 60 percent of the premium for a PPO.

This provision shall be superseded by any adopted legislative amendments to M.G.L. c. 32B that may take effect during its term.

ARTICLE 24

BEREAVEMENT LEAVE

Up to four (4) consecutive days of paid leave shall be granted to permanent full-time and part-time employees in the event of the death of a member of the immediate family or any person living in the employee's household. Immediate family means parents, parents-in-law, children, sisters, sisters-in-law, brothers, brothers-in-law, grandchildren or grandparents.

ARTICLE 25

JURY DUTY

Employees, upon promptly presenting the appropriate summons to the Department Head, will be granted paid leave from work while on jury duty.

ARTICLE 26

MILITARY LEAVE

Military Leave is granted to employees in accordance with state and federal laws.

ARTICLE 27

COMPENSATION

Effective July 1, 2011, salaries and annual step-increases for positions in the bargaining unit are as set forth in Appendix "A." Step increases will occur on July 1 for all employees.

Percentage salary increases, which are also reflected in Appendix A, will be as follows:

| | |
|------------------------|--------------|
| Effective July 1, 2011 | 0.00 percent |
| Effective July 1, 2012 | 0.00 percent |

ARTICLE 28

FUNDING

The Board of Selectmen shall sponsor and support the appropriation of necessary funds. All cost items contained in this Agreement are subject to the annual appropriations process. If sufficient funds have not been appropriated to implement the cost items contained in this Agreement, the cost items will be subject to further bargaining between the parties.

ARTICLE 29

UNION SECURITY

The Town shall deduct from the wages of each employee who so authorizes such a deduction the amount of Union dues certified to the Town by the Secretary-Treasurer of the Union. Unless otherwise agreed to by the parties, dues will be deducted on a weekly basis for 48 weeks per year.

Employees who elect not to join or maintain membership in the Union are required to pay as a condition of employment, beginning 30 days following the commencement of his or her employment or the execution of this Agreement, whichever is later, a service fee to the Union in an amount equal to the amount required to become and remain a member in good standing.

The union is responsible for getting members to sign the deduction authorization form allowing the Town to deduct the union dues. Deductions shall be remitted by the Town to the Secretary-Treasurer of the Union by the 15th of the month following such deduction, and the Town shall furnish the Union with a record of each deduction showing:

1. each employee's full name;
2. each employee's social security number; and
3. each employee's dollar amount deducted.

The Town's obligation is to make such deduction, if the amount of the wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or laid off for lack of work.

The Union shall hold the Town harmless and indemnify the Town from any liability or costs incurred in implementing this provision, at the request of the Union, against employees who, it would appear, are not complying with their obligations.

ARTICLE 30

BULLETIN BOARD

The Town shall provide the Union with an agreed-upon space for the purpose of posting matters of Union business and job postings on a bulletin board.

ARTICLE 31

UNION REPRESENTATION

Union representatives are permitted access to Town premises to discuss official Union business, including grievances, provided that (1) there is no disruption of operations and (2) advance notice is given. Upon request to the appropriate authority, and compliance with Town regulations, the Union may have reasonable access to the Town's premises during nonworking hours for Union meetings.

Union stewards will be granted the reasonable time off with pay to investigate and resolve grievances, subject to the needs of the department to which they are assigned. Requests for this time shall be subject to the pre-approval of the Town Manager or her his designee.

ARTICLE 32

LONGEVITY

In recognition of faithful service to the Town, employees will receive an annual payment for longevity as follows:

| | |
|--------------------------------------|---------|
| After 5 years of continuous service | \$500 |
| After 10 years of continuous service | \$750 |
| After 15 years of continuous service | \$1,000 |
| After 20 years of continuous service | \$1,500 |
| After 25 years of continuous service | \$2,000 |
| After 30 years of continuous service | \$2,500 |

The stipends will be paid in a separate check by September 30.

ARTICLE 33

PROFESSIONAL DEVELOPMENT

Subject to available funds, the Town agrees to support employees' professional development by reimbursing employees for the cost of tuition and books for courses, seminars, and educational conferences, as follows:

1. The course must be approved by the Department Head and the Town Manager, in writing, in a reasonable time ahead of enrollement. The Course must be related to the development of relevant job knowledge and skills.
2. Reimbursement will be paid upon proof of passing the course with at least a grade of B minus.

ARTICLE 34

ANNUAL STIPEND

Employees in the police department who pass the polices-and-procedures examination each year

receive an annual \$600 stipend, but in no event less than other employee in the police department who are required to pass the polices-and-procedures examination.

ARTICLE 35

PERFORMANCE EVALUATIONS

The purpose of the Town of Westford's performance review process is to establish ongoing two-way communication between employees and managers so that employees are aware of their major job duties and responsibilities, understand the level of performance expected, and receive timely feedback about career development. The purpose of the Town of Westford's performance review process is also to afford the employer and employees the opportunity to emphasize, review, and clarify responsibilities, provide direction and encourage growth, and to document opportunities to advance.

ARTICLE 35

MILEAGE REIMBURSEMENT

Employees are eligible for the Town's mileage reimbursement.

ARTICLE 36

DIRECT DEPOSIT

All employees are subject to mandatory direct deposit.

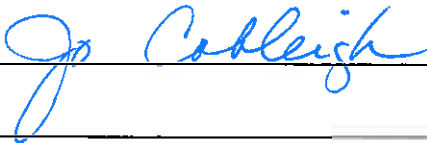
ARTICLE 38

DURATION OF CONTRACT

This Agreement is for a two-year period, from July 1, 2011 to June 30, 2013. A party wishing to modify this Agreement shall serve written notice to the other party no earlier than 60 calendar days before June 30, 2013.

Should a successor Agreement not be executed by June 30, 2013, this Agreement will remain in full force and effect until (1) a successor agreement is executed, or (2) an impasse in negotiations is reached, (3) it is terminated by either party by giving 14 calendar days written notice to the other party by registered mail.

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OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6



TOWN OF WESTFORD
JODI ROSS, TOWN MANAGER

Date signed: _____

9/13/11

APPENDIX

Appendix A - Compensation Scale

- a. Effective 7/1/11, all steps on the salary schedule shall be increased by zero percent (0%) for FY12 and FY13 with the understanding that if any other unit receives anything other than a 0% COLA in FY12 and FY13 that the contract will be reopened for wages only.
- b. Step increases will be suspended for one year beginning 7/1/11. Regular step advancement will commence on 7/1/12. Step suspension will not result in any double step advancement by any employee.
- c. Employees who have not reached max step as of 6/30/11 will receive a onetime payment in the amount of \$500 not to be included in their base wages within 30 days of Board of Selectmen ratification of this agreement.
- d. Employees who have reached max step as of 6/30/11 will receive a onetime payment in the amount of \$300 within 30 days of Board of Selectmen ratification of this agreement.

Section 1: Wage Schedules for employees hired **BEFORE** July 1, 2010

Section 2: Wage Schedules for employees hired **AFTER** July 1, 2010

Section 1: Wage Schedules for employees hired BEFORE July 1, 2010

FY'12 & FY'13 COMPENSATION SCHEDULE

0 % Increase

EXEMPT

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------|--------|--------|--------|--------|--------|--------|
| Grade D | 66,156 | 68,405 | 70,731 | 73,136 | 75,623 | 78,194 |
| Grade C | 59,068 | 61,077 | 63,153 | 65,300 | 67,521 | 69,815 |
| Grade B | 52,739 | 54,532 | 56,387 | 58,304 | 60,286 | 62,336 |
| Grade A | 47,087 | 48,689 | 50,344 | 52,056 | 53,825 | 55,655 |

Non-exempt

37.5 Hour Week

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------|---------|---------|---------|---------|---------|---------|
| Grade D | 33.7963 | 34.9452 | 36.1333 | 37.3620 | 38.6323 | 39.9460 |
| Grade C | 30.1753 | 31.2013 | 32.2622 | 33.3591 | 34.4935 | 35.6653 |
| Grade B | 26.9421 | 27.8581 | 28.8054 | 29.7850 | 30.7975 | 31.8448 |
| Grade A | 24.0548 | 24.8729 | 25.7186 | 26.5930 | 27.4970 | 28.4318 |

Non-exempt

40 Hour Week

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------|---------|---------|---------|---------|---------|---------|
| Grade D | 31.6840 | 32.7611 | 33.8749 | 35.0268 | 36.2178 | 37.4493 |
| Grade C | 28.2894 | 29.2512 | 30.2458 | 31.2741 | 32.3376 | 33.4363 |
| Grade B | 25.2582 | 26.1170 | 27.0051 | 27.9235 | 28.8726 | 29.8545 |
| Grade A | 22.5514 | 23.3183 | 24.1112 | 24.9309 | 25.7784 | 26.6548 |

**Please note: The Non-exempt 40 hour week table was corrected on 12/9/10.*

Section 2: Wage Schedules for employees hired AFTER July 1, 2010 (2.5% between steps)

2.5% Between Steps

EXEMPT

0 % Increase

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Grade D | 65,781 | 67,426 | 69,112 | 70,840 | 72,611 | 74,426 | 76,287 | 78,194 |
| Grade C | 58,733 | 60,201 | 61,706 | 63,249 | 64,830 | 66,451 | 68,112 | 69,815 |
| Grade B | 52,442 | 53,753 | 55,097 | 56,474 | 57,886 | 59,333 | 60,816 | 62,336 |
| Grade A | 46,820 | 47,991 | 49,191 | 50,421 | 51,682 | 52,974 | 54,298 | 55,655 |

Non-exempt

37.5 Hour Week

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Grade D | 33.6046 | 34.4450 | 35.3063 | 36.1890 | 37.0937 | 38.0209 | 38.9716 | 39.9458 |
| Grade C | 30.0041 | 30.7540 | 31.5229 | 32.3111 | 33.1188 | 33.9469 | 34.7954 | 35.6654 |
| Grade B | 26.7903 | 27.4600 | 28.1466 | 28.8501 | 29.5714 | 30.3106 | 31.0682 | 31.8447 |
| Grade A | 23.9183 | 24.5165 | 25.1295 | 25.7579 | 26.4020 | 27.0621 | 27.7384 | 28.4317 |

Non-exempt

40 Hour Week

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Grade D | 31.5043 | 32.2921 | 33.0996 | 33.9272 | 34.7754 | 35.6446 | 36.5359 | 37.4492 |
| Grade C | 28.1288 | 28.8319 | 29.5527 | 30.2917 | 31.0489 | 31.8252 | 32.6207 | 33.4363 |
| Grade B | 25.1159 | 25.7438 | 26.3875 | 27.0469 | 27.7232 | 28.4162 | 29.1264 | 29.8544 |
| Grade A | 22.4234 | 22.9842 | 23.5589 | 24.1480 | 24.7519 | 25.3707 | 26.0048 | 26.6547 |

Section 2: Wage Schedules for WPC/Recreation Employees

Hourly Wage

| Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--|---------|---------|---------|---------|----------|---------|---------|---------|
| WPC Curriculum / Registrar & Special Program Coordinator | \$22.00 | \$22.50 | \$23.00 | \$23.50 | \$24.00 | \$24.50 | \$25.00 | \$26.00 |
| Site Director - WPC | \$18.00 | \$18.50 | \$19.00 | \$20.50 | \$ 21.00 | \$22.00 | \$22.50 | \$23.00 |
| Site Director II - WPC | \$25.00 | \$26.00 | \$27.00 | \$28.00 | \$29.00 | \$30.00 | \$30.00 | \$31.00 |
| Assistant Site Director - WPC | \$15.00 | \$15.50 | \$16.00 | \$16.50 | \$17.00 | \$18.00 | \$18.50 | \$19.00 |
| Assistant Site Director II - WPC | \$18.50 | \$19.00 | \$19.50 | \$20.00 | \$20.50 | \$21.00 | \$21.00 | \$21.00 |

WPC Curriculum/Registrar & Special Program Coordinator:

- Position is based on 35 – 37.5 hours per week

ja
09/14

Site Directors and Assistant Site Directors:

- Positions are based on a minimum of 25 hours per week
- Positions are classified as permanent part-time
- Benefit accruals are based on 25 hours per week
- Positions are benefit eligible
- Positions work afterschool program(s) during the school year (August - June)
- Positions work summer recreation programs to maintain benefit eligibility - Summer hours may vary from minimum of 20 hours/week to maximum of 37.5 hours/week
- All positions are paid from the Recreation Enterprise Fund and are dependent on fees raised to pay for wages and benefits

Appendix B – Position Classifications

| OPEIU POSITION | OPEIU GRADE | Pay Type |
|--------------------------------------|--------------------|-----------------|
| Asst Rec. Director | D | Exempt |
| Conservation /Resource Planner | D | Exempt |
| Highway Operations Administrator | D | Exempt |
| Planner - PB | D | Exempt |
| Database Administrator | C | Exempt |
| GIS Coordinator | C | Exempt |
| IT Technician | C | Exempt |
| Planner - ZBA | C | Exempt |
| Asst Building Inspector * | N/A | N/A |
| Asst Assessor | B | Exempt |
| Asst Treasurer | B | Non-exempt |
| Asst Town Clerk | B | Non-exempt |
| Asst. Town Accountant | B | Non-exempt |
| Food Inspector | B | Non-exempt |
| Health Inspector | B | Exempt |
| Operations Administrator IT | B | Non-exempt |
| Operations Administrator Police | B | Non-exempt |
| Substance Abuse Coordinator | B | Non-exempt |
| Asst Tax Collector | A | Non-exempt |
| Office Manager Highway | A | Non-exempt |
| Office Manager Police | A | Non-exempt |
| Office Manager COA | A | Non-exempt |
| Office Manager Fire | A | Non-exempt |
| Permitting Program Assistant | A | Non-exempt |
| WPC Curriculum Coordinator/Registrar | Rec | Non-exempt |
| WPC Site Director | Rec | Non-exempt |
| WPC Assistant Director | Rec | Non-exempt |

**When Assistant Building Inspector position is vacated: changes from per inspection to Grade B/Exempt*

jc
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Appendix C – Position Reclassifications

1. Recreation Department: Assistant Recreation Director upgraded from a Grade B to Grade D and any stipends discontinued effective November 1, 2010.
2. GIS & Technology Department Reorganization: GIS Coordinator moved from GIS Department to Technology Department. Revised job description reflects changes.
3. Land Use/Planning Department: Planner upgraded from a Grade C to Grade D effective 11/27/10 and stipend discontinued.
4. Conservation/Resource Planner upgraded from a Grade C to a Grade D effective 7/1/2011.

Appendix D – Health Insurance

The Town reserves the right to open discussions around health insurance plan design changes.